







**Reversal of wrongly credited amount**

The Bank reserves the right to debit any account that may have been inadvertently credited with an item/transaction subsequently unpaid on collection or detected to be the wrong entry without giving any information to the Customer.

**Dormancy & Unclaimed Account**

\* Current Accounts being in inoperative for one year will be transferred to Dormant status. \*Savings Accounts being in inoperative for two years will be transferred to Dormant Status.

\*(As per Clause 35 of Banking Company Act 1991) Accounts will be transferred to Unclaimed account status after 10 (ten) years if there has been no transaction in the said account by the customer.

\* No customers' initiated transaction (except deposit) is allowed in the Dormant account unless the account holder(s) apply to NCCBL in writing to regularize the status of account.

**Joint Accounts**

- a) Each of us (if more than one) hereby authorize and empower each other to endorse for deposit and to deposit with the Bank any and all cheques, notes or other instruments for the payment of money, payable to or purporting to belong to anyone or all of us and if any such instruments be received by the Bank without having been so endorsed then the Bank is hereby authorized to endorse any such instrument on behalf of us and to credit the same to the account.
- b) An overdraft or other obligations incurred on the account or otherwise shall be the joint and several liability of each and every Joint Account Holder. In the event of the death or legal disability of any of the individuals constituting the Account Holder, the other individual (s) shall immediately (but in any event not later than 10 (ten) days after such disability) and before affecting any transactions in the account, notify the Bank of such death or legal disability.
- c) Each of us authorize the Bank to hold, on the death of either of us, any credit balance on any account on our joint name and any securities, deeds, boxes and parcels and their contents and property of any description held in our joint names, to the order of the survivor (if any). Each of us hereby agrees that the instructions given by us in the mandate are to remain in force until written revocations thereof by us or either of us.
- d) In the event that there is no survivor and nomination is made, the terms and condition stated in clause 3 (three) of general rules on "Nominee" shall apply.
- e) In the event that there is no survivor or Nominee, that account will then be frozen until the legal successor to the deceased or disabled individual is appointed/determined by the relevant court or department.

**Short Notice Deposit**

7 days prior notice is required to withdraw fund in Short Notice Deposit (SND) account. The rate of interest on SND account is subject to change from time to time.

**Overdrawn Account**

If for whatever reasons the Account has any unauthorized debit balance, the Customer shall pay interest and other Charges In accordance with the Bank's prevalent rate and practice and shall regularize the Account on the same day, unless the Bank specifically makes an exception.

**E-Statement**

- a) I/We fully understand the risk and accept that the Bank does not use encrypted e-mail and generally internet is not encrypted and is not a secured means of transmission of the information. It involves the risk of unauthorized alteration, usage and disclosure of the information by unwanted parties.
- b) I/We fully understand the risk and accept that transmission of the information to a corporate ID involves the risks of the information to be viewed, altered, used or disclosed to third parties who was/were once authorized, but may not be in the employment of the organization in the future. I/We agree to indemnify the Bank and hold the Bank indemnified and harmless from any and all costs, expenses, liabilities, losses, responsibilities whether direct or consequential, arising out or in connection with such view, alteration, usages or disclosure of the information or otherwise caused by using the internet as a means of transmission and also for any error, delay or problem in transmission of the information;
- c) That my/our legal representatives, executors, successors-in- interest and assigned are bound by this E-statement enrolment;
- d) That this E-statement Enrolment shall be governed by and constructed in accordance with the laws of Bangladesh;
- e) Electronic statement delivery will supersede hard copy statement delivery (If any).

**Contact Center**

- a) I/We authorize the Bank (in its absolute discretion) to follow/ act on my/our oral or telephonic instruction (including required by or given by me/us, in relation to these terms and conditions unless these terms and conditions otherwise expressly state to the contrary)."
- b) I/We shall not reveal my/our Tax Identification Number (TIN) to anyone. My/our oral instruction(s) identified by my/our correct Bank Account Number and TIN shall be deemed to be proper. Accordingly, the Bank shall be entitled to rely on any such instructions. Should the Bank accept any such instruction from me/us, or from some other person purporting to be me/us, I/we hereby agree to indemnify the Bank against any loss, damages, costs (including legal costs), or demands incurred by the Bank as a result of or, in connection therewith.
- c) The Bank may in its absolute discretion require that written confirmation of my/our oral instruction(s) be received by it within such period as the Bank may specify. Where any of the above accounts are opened by more than one person any such one person shall be entitled to give any such oral instructions and the Bank shall be entitled to rely upon such instructions.
- d) I/We acknowledge that my/our use of Call Centre shall be governed by the Bank's prevailing Terms & Conditions.

**Holiday Mail Service**

- a) If I/We request this service, the Bank will hold all mails, addressed to me/us for a maximum period of 3 months from receipt and such mails will be deemed to have been received by me/us. I/We will collect any mail so held personally or through an authorized person, unless I advise you to the contrary in writing. The Bank is authorized to charge a reasonable fee for this service and to hold, open and/or handle all such mails in such manner as the Bank deems fit. If I/we fail to collect any such mails, the Bank may destroy it in accordance with Bank's policy and in doing so the Bank shall be discharged from all responsibilities or liabilities.
- b) Notwithstanding that until I/We have collected any mail, although I/we may not have the knowledge of the contents of the mail which may have legal consequences or effect, my/our rights with the Bank, I/We shall bear the risks of any such consequences.
- c) My/our ignorance of the contents of any mail being held by the Bank is not, and will not, be a defense to the Bank's claims for all purposes and in all courts or law whether before or after termination of my account relationship with the Bank.

**Holiday Processing**

Any transaction on bank holiday or after business hours of the Bank shall be shown in the account, at the sole discretion of the Bank, as having taken place on the succeeding working day and not the actual day of the transaction and all the deductions/ accretions on such amount shall be deducted/ accrued as of such working day. Bank shall not be responsible for any loss of interest or exchange rate or liability incurred/ suffered by the Customer including but not limited to return of cheques, loss of interest arising due to such transaction being not shown on the day same actually occurred.

**Confidentiality and Disclosure of Information**

Whilst the Bank maintains strict confidentiality in all matters relating to my account(s) and business, I hereby authorize the Bank (and/or any of its Officers or Employees) to disclose any information concerning me, my business, my accounts held with the Bank or another Group Member, or my relationship with the Bank or another Group Member, to any of the following (a) any Office or Branch of the Bank or another Group Member, (b) any agent, contractor or third party service provider or any professional adviser of the Bank or another Group Member; (c) any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank or another Group Member, (d) any person to whom the Bank is required or authorized by law or court order to make such disclosure; (e) any person who is under a duty of confidentiality to the Bank; (f) any Bank or financial institution with which I have or proposes to have dealings regardless of whether the recipient in each case is located in Bangladesh or in another country, any regardless of whether such information will be held, processed used or disclosed by such recipient in Bangladesh or another country.

**Indemnity**

I/We also agree to fully indemnify the Bank against all costs and expenses (including legal fees) arising in any way in connection with the above accounts, these terms and conditions or, in enforcing these terms and conditions and in recovering of any amount due to the Bank or incurred by the Bank in any legal proceedings of whatever nature. Waiver No forbearance, negligence or waiver by the Bank in the enforcement of any of these terms and conditions shall prejudice the Bank's right thereafter to strictly enforce the same. No waiver by the Bank shall be effective unless it is in writing.

**Variations**

The Bank may amend these terms and conditions at any time by not less than 14 (fourteen) days notice to me specifying the effective date of amendment. If I/We use any banking facilities after the effective date of the amendment, We shall be deemed to have received notice of the amendment and to have decided to continue to use the banking facilities upon the revised terms and conditions. We further acknowledge that in the event of any changes being communicated to me, the Bank is not obliged to obtain my signature for receipt of such communication.

**Notice**

Save as otherwise provided in these terms and conditions, any demand o communication made by the Bank under these terms and conditi ons shall be in writing and made at the address given by me/us (or such other addresses as I/We shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.

**Force Majeure/Technical Problem**

Notwithstanding anything to the contrary contained herein, nothing herein shall apply if the Bank is prevented from discharging any or all of its obligation herein or otherwise due to any cause arising out of or related to Force Majeure or technical problem for any reasons beyond the reasonable control of the Bank.

**Governing Law**

These terms and conditions shall be governed by and constructed in accordance with, the laws of Bangladesh and I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of law of Bangladesh. Such submission shall however, not prejudice the rights of the Bank to bring proceedings against me in any other jurisdiction or courts of law elsewhere. However, all accounts shall be subject to the provisions of the guide lines/circulars together with any alteration/modification thereto effected by Bangladesh Bank from time to time. I/We have gone through the terms & conditions mentioned above and understood them in entirely and undertake to abide by those terms & conditions relating to the account I/We also agree to be bound by such terms & conditions as may be amended or supplemented from time to time.

\_\_\_\_\_  
Signature of 1st Applicant

\_\_\_\_\_  
Signature of 2nd Applicant

\_\_\_\_\_  
Signature of 3rd Applicant

\_\_\_\_\_  
Signature of 4th Applicant